

REQUEST FOR PROPOSALS

RFP NO. 512-8544

PURCHASE OF A LASER CHECK PRINTING AND POSITIVE PAY SYSTEM

**RFP Opens: August 27, 2001
2:00 PM**

Issued for the Finance Department
Issued by the Administrative Services Department - Purchasing Division
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RFP 512-8544

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SECTION I INTRODUCTION/INFORMATION

A. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified Proposers for the provision of a Laser Check Printing System with Positive Pay capabilities, in accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP). Components to be included are application software, customization, installation, training and support and extended maintenance. Hardware should only be included if it is proprietary to the application software, otherwise, only hardware specifications should be included.

B. CURRENT PROCESS / ENVIRONMENT

The City currently issues checks from three (3) locations using preprinted and pre-numbered check stock with dedicated impact printers. Checks are written on two separate bank accounts.

Master Bank Account

Approximately 2,700 checks are written on the City's Master bank account monthly (32,000 checks per year) for accounts payable and other disbursements. Of those, 2,200 checks per month are printed from weekly computer generated check runs printed on a Unisys 9246-7 impact printer located in the Information Systems Division (ISD). The remaining checks are printed individually online in the Accounts Payable office on a dot matrix printer.

The master account checks are currently 3-part NCR continuous forms. Standard blank laser check print stock is desired, however, one (1) additional plain paper non-negotiable copy is required for filing purposes.

The City's financial application, from which both the weekly and individual check print files are generated, is KPMG Consulting's FAMIS system version 4.2 which runs on an IBM S/390 with a VSE/ESA Version 2.3 operating system.

Payroll Bank Account

Approximately 3,300 checks are written on the Payroll account monthly (40,000 checks per year) for employee compensation and retiree pension benefits. All but 100 to 150 of the monthly checks are generated from regular payroll runs within the Payroll application system where the checks are printed on the Unisys 9246-7 impact printer in ISD. The remaining checks are printed individually online in the Payroll office on a dot matrix printer.

The current Payroll application system is being replaced by Cyborg Systems, Inc. Solution Series/ST Version 4.5.1. This system will run on an HP-UX Version 11.0.

C. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact the Procurement Specialist, Linda Wilson at (954) 828-5933. For information concerning the technical specifications contact the Controller, Joanne Rizi at (954) 828-5163. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or RFP procedures will only be transmitted by written addendum, only.

C.1. Last Date For Receipt of Material Questions:

The last date for receipt of all questions of a material nature is stated in the RFP schedule. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576, or e-mail to:

lindaw@ci.fort-lauderdale.fl.us

Questions of a material nature shall be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal shall be submitted in accordance with the Instructions To Proposers contained in this RFP.

C.2. Pre-proposal Meeting and Site Visit

There will be a pre proposal conference and site visit on the date and time specified in the Schedule Section of the RFP. While attendance is not mandatory, tours and system demonstrations at other times might not be available. **Pre-Proposal Meeting Location: Finance Conference Room, RM. 619, 100 N. Andrews Ave., Ft. Lauderdale, FL 33301.**

It will be the sole responsibility of the proposer to inspect the City's facilities and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized him/herself with the nature and extent of the work, and the equipment, materials, and labor required.

D. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm shall demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Technical Specifications / Scope of Services section of this RFP, to other clients of similar size and/or system complexity to the City of Fort Lauderdale.

E. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Proposers are also requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in an amendment to this contract. **See General Conditions Section 1.08 for MBE and WBE definitions.**

E.1. Certification by Broward County, Florida

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/Proposer is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/Proposer shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity.** Contractor/Proposer shall provide documentation of application status, and once approved or disapproved by Broward County, shall also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**SECTION II
RFP SCHEDULE**

Release of RFP Document	7/27/01
Last Date for Receipt of Questions of a Material Nature	8/7/01 5:00 PM
Pre-Proposal Meeting for Proposer Questions/Clarifications	8/9/01 2:00 PM
Addendum Release (if required)	8/13/01
Proposal Due (Prior to 2:00 PM)	8/27/01 2:00 PM
Evaluation Committee Review and Short Listing Of Proposals, if necessary	9/4/01
Demonstrations by Short-listed Proposers (if necessary)	Week of 9/10-14/01
Final Ranking & Recommendation of Top Ranked Proposer For Contract Negotiation	9/14/01
Negotiations With Top Ranked Proposer(s) (Anticipated)	Week Of 9/17-21/01
Award of Contract (Anticipated)	9/28/01
System Acceptance Date (Anticipated)	11/12/01

Proposers should be aware that the City intends to closely follow this RFP schedule. Evaluation of proposals shall include consideration of the Proposers ability to comply with the requirements as outlined in the RFP specifications.

SECTION III SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

A. OVERVIEW

The City is seeking proposals from qualified Proposers for the provision of a Laser Check Printing System with Positive Pay capabilities. Components and services to be included are application software, installation and training, consulting and customization (if necessary), forms design and support and maintenance. Hardware should only be included if it is proprietary to the application software, otherwise, only hardware specifications should be included. All software shall be year 2000 compliant.

The Proposer's response shall address and include details for costs, including any other services deemed necessary by the proposer to implement this system and result is a completely satisfactory and operational system in accordance with the RFP specifications. The RFP response shall also describe the approach for implementing the system and provide a proposed project work plan with tasks, services and deliverables, dates and staffing levels for both the proposer and the City.

A.1. CITY IMPLEMENTATION TIME REQUIREMENTS

The City's current Payroll/HR System is being replaced by Cyborg Systems, Inc. "Solution Series/ST" which is scheduled to "go live" on December 1, 2001. The successful Contractor shall have the ability and capacity to complete the delivery, testing and acceptance by the City of a fully functional laser check printing and positive pay system on or about November 12, 2001. The City will heavily weigh the Proposers ability to meet this time schedule in its evaluation and award considerations.

B. LASER CHECK PRINTING

Software shall provide for automatic retrieval of applicable (check or deposit advice) print files generated either online or in batch mode, from the financial and payroll host systems, using secure encryption techniques.

The data elements in the print files shall be accurately interpreted and translated into file formats required for applicable laser printing and positive pay functions. Following are the requirements for the check print functions of the two host systems. Positive pay functions are provided for in the next section of this RFP.

FAMIS Financial System

Check print files are generated either in batch via weekly check runs or individually online. Check formats are identical and are drawn on the same bank account. **A sample Accounts Payable check is included in Attachment A.**

Software shall provide for instantaneous printing of individual online checks on a dedicated high speed MICR printer in Accounts Payable on blank check stock followed immediately by a duplicate "non-negotiable" copy printed on plain paper from a second tray. Software shall interpret the print file data, choosing the correct forms templates and bank account information.

Check print files generated in batch runs shall be printed on a high speed MICR printer in ISD. The duplicate check copies shall be printed separately on a non-MICR laser printer in ISD.

The current check stock is 8 ½" by 7" and check stub overflows are handled within the FAMIS software via the voiding of additional checks. A KPMG consultant will be engaged by the City to revise the check print file to utilize the additional stub area on the new checks, which will be 8 ½" by 11". The laser check print program shall duplicate the overflow conditions contained in the file generated by the FAMIS software.

Cyborg Payroll System

Check and direct deposit advice print files are generated either in batch via biweekly and monthly payroll check runs or individually online. **A sample payroll check is included in Attachment B.**

Software shall provide for instantaneous printing of individual online checks on a dedicated medium speed MICR printer in Payroll on blank check stock.

Check print files generated in batch runs shall be printed on a high speed MICR printer in ISD. The direct deposit advices shall be printed separately on a non-MICR laser printer in ISD.

All checks are drawn on the same bank account. However, multiple check formats will be utilized. Therefore, the software shall interpret the print file data, choosing the correct forms templates.

Other Print Related Specifications

Software shall provide for secure printing and reprinting of checks with control features that track when checks have been printed and by whom. It shall also prevent duplicate checks from being printed, allowing for reprinting of replacement checks only by users specifically authorized to do so and with an audit trail of all reprinting activity.

Selected software shall have adequate backup, recovery and archival facilities, as well as controlled printing restart and back-out features so users do not have to reenter data in the event of printer jams or system crashes.

System shall have multi level sorting capabilities enabling the City to sort checks to take advantage of lower postage rates as well as producing copies in specified order for ease of filing.

System shall have the ability to print pre-numbered blank checks if required for manual typing outside the laser check printing system.

Software shall include options for automatic erasure of data files after check printing.

C. POSITIVE PAY

Software system shall automatically create and transmit (daily) an electronic file containing check issue data to the City's bank, for both master and payroll accounts in the bank's required format. The file shall be created from the check print files being retrieved from the financial and payroll host systems. The file shall include all checks issued daily, including those generated in batch and online as well as any checks issued outside the laser check printing system. **The required file record layout is included in Attachment C.**

D. FORMS DESIGN

The City's will require forms templates for the following checks and advices. All forms will be 8 ½" X 11" in overall size. It is preferred, but not required, that the software have the capability to allow user control over check designs to eliminate the need for forms customization.

The designs shall include advanced technological printing features to protect against check fraud via the physical alteration of checks.

Master Bank Account

Accounts Payable Check - Per sample in Attachment A. Current form is 8 ½" X 7". FAMIS print program will be modified by KPMG Consulting to reduce the incidence of check stub overflows. Existing format will be modified slightly to improve appearance.

Accounts Payable Check File Copy - Will be identical to check format except for clearly displayed wording indicating document is NON-NEGOTIABLE.

Payroll Bank Account

There will be up to seven (7) variations on one (1) generic check/direct deposit advice form. The current form, which will be modified to reflect information available in the new payroll system and to improve appearance, is included in Attachment B.

Note: Final check / direct deposit design requirements and layout for both bank accounts will be developed by joint efforts of the selected Proposer and the City in accordance with the City's specifications.

E. HARDWARE / SOFTWARE / NETWORKING REQUIREMENTS

HARDWARE REQUIREMENTS

Server

Proposer shall provide detailed technical server specifications, including operating system type and version, disk storage, memory, processor speed, etc. The City will provide the server.

Access to proposed system using Microcomputers with TCP/IP connection is required.

Printers

Proposer shall provide detailed technical MICR printer specifications for the City to follow when purchasing the printers for use with the laser check printing software. **MICR Laser printers and associated costs should only be included as a component of this proposal if they are proprietary to the application software. If applicable, include a selection of different printers with medium to high-speed print capabilities, tray sizes and tray numbers to meet the needs of this RFP from both a functional and connectivity standpoint.**

Printing of laser checks will be through MICR encoding laser printers located in ISD, Accounts Payable and Payroll. The ISD (high speed) printer will be used for batch computer check runs generated within the financial and payroll systems. The printer in Accounts Payable will be dedicated to printing individual online checks and plain paper non-negotiable check copies (via use of a second tray) generated on demand from the financial system. This will also be a high-speed printer that will serve as a backup to the ISD printer in emergency situations. The printer located in Payroll will be dedicated exclusively to printing individual online checks generated on demand from the payroll system.

Printing of reports (check registers, audit reports, etc.) and non-MICR forms (payroll direct deposit advices and non-negotiable copies of Proposer checks) from the print files generated from batch runs will be printed on one of two XEROX DP 65A laser printers in ISD.

The City's current non-MICR laser printer configuration is provided in Attachment D.

SOFTWARE REQUIREMENTS

For in-house support purposes, the city requires that all software run on a WindowsNT, Windows 2000 or HP-UX operating system using any ODBC compliant database.

The City requests the software provider put the source code for this software in escrow. This will ensure that if the provider should discontinue operations or support, the City will have a means to access this Code, if necessary. Provider/Manufacturer shall indicate the ability to comply with this request in the Bid Summary Pages that follow.

NETWORKING REQUIREMENTS

The City has an enterprise network in place using Ethernet and TCP/IP to connect all computer systems throughout the City.

F. SECURITY / AUDIT TRAIL

Shall establish multi-level controls which follow the data from the payroll/HR system or the financial system to the laser printing / positive pay system. This shall include but is not necessarily limited to:

Dual logon for access to the system server with limit of users to specific functions for specific bank accounts based on user profiles defined by the system administrator.

Daily logging and reporting of access events, by class of resource and by user, with real time violation notification.

Each user shall have a unique identification code with automatic suspension of access after a predefined time period passes with no user keystroke activity and with automatic password expiration at regular intervals, both set within the software security by the system administrator.

Daily logging of all checks being printed to a secured check log file which includes the checking account number, check number, amount, payee, date and time, activity performed and user who performed the function. Any checks printed outside the laser check printing system must be included.

Any additional control requirements to insure compliance with the City internal control standards.

G. SUPPORT / MAINTENANCE / SOFTWARE LICENSES

The successful Contractor shall warrant the system installed for a period of one (1) year from City acceptance of a fully operational and functional system. Proposer shall include on-going support and maintenance for all software and hardware proposed (if applicable), including technical consultation, dialup support, regular updates and future enhancements. The City requires telephone support for a minimum of five (5) days/week nine (9) hours/day between the hours of 8:00 AM and 5:00 PM with a maximum of 2 hours response time for all calls. Proposers may also include for City consideration costs on alternate support plans with greater coverage.

Proposal shall include a description of the process by which support is available and include copies of applicable support and license agreements. Proposer shall provide the City with itemized costs for all services proposed for an extended period of three years following the initial one (1) year warranty. This support and maintenance shall include, but not necessarily be limited to: software system support, licensing fees, and maintenance of hardware (if applicable).

H. INSTALLATION AND TRAINING

The successful Contractor shall install the entire system and insure that it is fully operational and performing properly before performance and acceptance testing can commence. Contractor shall provide complete user training and training manuals on all aspects of the system, including operation in conjunction with any laser printers purchased separately by the City for use with the proposed system. Proposal shall include an itemization of the required training, including proposed method for conduct of the training complete with all associated costs to the City.

I. DOCUMENTATION

The successful Contractor shall provide the City with adequate documentation for the server based software solution provided, including user and technical operation and specifications manuals. CD Rom or other electronic versions are preferred. If not available, two (2) complete hard copies of each are required with authorization for reproduction strictly for City employee use.

J. PERFORMANCE AND ACCEPTANCE TESTING

After award and installation of proposed system, the following performance and acceptance testing shall be required, prior to the City's acceptance of the system:

Master Bank Account (Accounts Payable)

Unit tests of all functions are required followed by successful processing and printing for two consecutive weeks (one run per week) the Accounts Payable (Proposer) computer generated checks, and two weeks daily processing of on demand manual Accounts Payable checks.

Payroll Bank Account (Payroll/Pension)

Unit testing of all functions is required followed by the successful processing and printing, for two consecutive bi-weekly pay periods, computer generated payroll checks, direct deposit advices and payroll deduction disbursement checks and the daily printing of individual payroll checks online. Shall also successfully process and print for one monthly pension payroll, computer generated pension checks and direct deposit advices.

The above parallel testing shall also include the daily production of positive pay transmission files for a two-week period.

K. PRICING:

Proposer shall **provide detailed, firm, fixed pricing to the City for all components of the system**, as outlined in the RFP specification, and as offered by the Proposer in the RFP response. Such firm, fixed pricing shall also include extended support and maintenance, customizations, professional service fees, and other services as may be outlined above or as proposed in the RFP response. If Proposer is unable to offer a firm, fixed cost for extended support and maintenance, a firm, fixed escalation percentage shall be stated.

L. METHOD OF PAYMENT

The City 's desired method of payment is a single payment for a completely satisfactory and operational system, after all performance and acceptance criteria have been satisfactorily met. If the Proposer's response is contingent on a method of payment other than this method (i.e. progress payments), details shall be clearly outlined in the RFP reply, complete with a timetable and based on Proposer achievement of mutually agreeable milestones. The City will consider the payment proposal as a part of the Evaluation and Award criteria, and any such proposal may be subject to negotiation between the City and the top ranked Proposer prior to any recommendation for award.

SECTION IV SPECIAL CONDITIONS

1. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this RFP, as **ADDENDUM "A"**.

2. LOBBYING ACTIVITIES

Any Bidder or Proposer submitting a response to this solicitation shall comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index/htm>

3. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of General Conditions in Section IX.

4. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

5. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

6. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

7. RULES AND PROPOSALS

The signer of the proposal shall declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

8. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received

by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer shall in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

9. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Proposer list.

10. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City. The City is receptive to any product, which would be considered by qualified City personnel as an approved equal.

The proposer shall state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

11. TRAVEL EXPENSES

Any travel out of the tri county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the Contractor's office assigned to the project is located outside this area.

A copy of the City's Travel Policy and per diem rates are included as Attachment E to the RFP specifications.

Proposers shall include detailed information regarding proposed travel costs as a part of the Financial Proposal response.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative. Contractor shall provide documentation of all actual travel and related costs, if requested by the City.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. ADDITIONAL ITEMS/SERVICES

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same, or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other Proposers, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions in Section IX.

15. SUBCONTRACTING

In the event subcontracting is permitted, each subcontractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate.

The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest. Proposer shall include details regarding any proposed use of a sub-contractor and the credentials to support their ability to perform any related services, including professional credentials, licenses, and insurance coverages.

16. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

17. INSURANCE REQUIREMENTS

Prior to the date on which the Contractor or any sub-contractor commences any performance of any operations under this contract, Contractor shall furnish to the City's Purchasing Division for review and approval by Risk Management, original copies of all required insurance certificates which shall be maintained in full force by the Contractor and all subcontractors for the duration of the contract term, and any extension terms. All certificates of insurance shall include the following provisions:

- a. Not less than thirty (30) days notice prior to cancellation or material change in coverage;
- b. The City of Fort Lauderdale, Florida, its elected officials, employees and agents shall be specifically named as "additional insured" on the policies for commercial general liability;
- c. Certificates of insurance for all types of insurance required under this contract shall delete the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" from the cancellation wording of the certificate of insurance;
- d. **Original Certificates of insurance shall be delivered to the Purchasing Division, 100 N. Andrews Avenue, RM 619, Ft. Lauderdale, FL 33301, prior to commencement of any contract work.**

e. Contractor shall provide the following insurance coverages:

1. Workers' Compensation & Employer's Liability Insurance as required by Florida Statutes for benefit of Contractor employees. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation & Employer's Liability Insurance.

Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor, or partner. In such case the firm must provide copies of their waivers as provided for by FS 440.05 & 440.055.

2. Commercial General Liability – Broad Form to include: hazards of premises/operations; independent contractors; employees as additional insured's; products completed operations; contractual liability coverage; broad form property damage coverage; and personal injury and advertising injury liability coverage. Combined single Limit Bodily Injury/Property Damage with minimum limits of \$500,000.00/per occurrence.

3. Automobile Liability coverage covering all owned, non-owned, and hired automobiles for limits of not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability coverage providing no less than \$1 million per occurrence limit for errors and omissions as a professional management consultant in the area of software development/systems.

18. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

19. RECORDS, AUDITS

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

**SECTION V
CONSIDERATION FOR AWARD / AWARD PROCEDURES**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The award of the contract will be based upon certain objective and subjective considerations listed below:

EVALUATION CRITERIA

ASSIGNED POINTS

- | | | |
|------|--|------------------|
| I. | Understanding of the overall needs of the City as presented in the narrative technical Proposal, including Proposer ability to meet the City's Time Schedule as outlined in the RFP.
Maximum points available are 15. | 15 POINTS |
| II. | Functionality of the proposed system in how closely it meets the technical requirements as contained in the RFP.
Maximum points available are 35. | 35 POINTS |
| III. | Experience, qualifications, and past Performance of the proposing firm including persons proposed for the project and facilities and resources. Includes client references for projects of this scope, size and complexity.
Maximum points available are 25. | 25 POINTS |

- IV. Firm, fixed total cost to the City. Lowest total cost will receive maximum points.

Maximum points available are 15.

15 POINTS

MAXIMUM TOTAL POINTS AVAILABLE: 100 points.

The evaluation of proposals will be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The first ranked proposer resulting from this process will be recommended for Contract Negotiation. If negotiations are not satisfactory, the City will proceed to the second and so on until a satisfactory contract is negotiated. The successful Contractor resulting from this process shall be recommended for award.

It is the City's intent that the RFP document, any addendum, if issued, along with the successful proposer's response as amended by final negotiations, along with any negotiated applicable license and ongoing support agreements, shall constitute the entire contract between the parties.

**SECTION VI
REQUIREMENTS OF THE PROPOSAL**

All proposals shall be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to the date and time specified in the RFP Schedule.

All proposals shall be submitted in a sealed package with the RFP number, opening date and time, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

All proposals shall be submitted as specified on the proposal pages that follow. Any attachments shall be clearly identified. To be considered, the proposal shall respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer to respond to a requirement supplies publications, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

**PROPOSERS SHALL SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS SEVEN (7) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL

PROPOSAL SUMMARY PAGES ARE AS FOLLOWS:

Proposal Signature Page
Financial Proposal
Technical Proposal
Compliance Questionnaire
Client Reference Information
Attachments to your Proposal

SECTION VII
PROPOSAL SUMMARY PAGES - PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name (printed) _____ Title: _____

Signature: _____ Date: _____

Company: (Legal Registered) _____

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

PROPOSAL SUMMARY PAGES - FINANCIAL PROPOSAL

ITEM DESCRIPTION	PURCHASE COST	ONGOING HARDWARE / SOFTWARE SUPPORT AND LICENSE FEES (If Applicable)		
		YEAR 1	YEAR 2	YEAR 3
Application Software Laser Check Printing Positive Pay Forms Designer (If Available) Etc.				
Hardware (If Applicable) High-speed Printers (2) Medium-Speed Printer (1) Etc.				
Forms Development (Custom) Please provide cost per form and note incremental cost for copies with minor variations				
Installation (Itemize where possible)				
Training				
Submit detailed information				
Documentation				
Other Professional Services Project Management Software Customization Travel Costs, if applicable Etc. Submit Detailed breakdown information				
TOTALS				
Hourly rate for custom program changes				
Hourly rate for software support outside 5x9 coverage period				

PROPOSAL SUMMARY PAGES – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

I. **Narrative understanding** of the City's needs and your overall approach to those needs. This section should include: a detailed description of your concept and approach to providing the systems and services required, and all backup information necessary for the City to properly evaluate your proposal and which satisfies all requirements contained in the RFP Technical Specifications.

If any hardware configuration is proposed, provide complete details on the requirements and any necessary costs.

II. **Proposed Work Plan – Milestone Schedule.** Include tasks, services and deliverables, timeframes in calendar days and staffing requirements for both proposer and the City. Also include training schedule.

How many calendar days from final execution of contract would you need prior to an initial meeting with the City?

_____ Days

How many calendar days would you estimate you would need, after initial meeting, before you would have a preliminary outline of requested services for City review?

_____ Days

III. **Standard support and license agreements.** If any documents are required for signature by the City, all such documents should be included with your RFP response. Proposers should be aware such contracts are subject to review, modification and acceptance by the City staff and City Attorney.

IV. If you propose to use any **Sub-contractors** in the performance of the services, please include this information as a part of the RFP response, particularly with reference to any Minority/Woman Business Enterprise participation. Name, address, contact names and work to be performed by all sub-contractors shall be provided.

PROPOSAL SUMMARY PAGES – COMPLIANCE QUESTIONNAIRE**LASER CHECK PRINTING AND POSITIVE PAY SYSTEM**

Please fill out the Compliance Questionnaire below. Refer to the specifications detailed in the RFP. Check "Fully Comply", "Partially Comply", or "Does Not Comply". If you check "Partially Comply" or "Does Not Comply", please explain. Use additional pages if needed.

SECTION III TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES	FULLY COMPLY	PARTIAL COMPLY	DOES NOT COMPLY	DETAILED
				EXPLANATION OF EXCEPTIONS
A. Overview				
B. Laser Check Printing				
C. Positive Pay				
D. Forms Design				
E. Hardware / Software / Networking				
F. Security / Audit Trail				
G. Support / Maintenance / Software				
H. Installation and Training				
I. Documentation				
J. Performance and Acceptance Testing				
K. Pricing				
L. Method of Payment				
M. Ability to Meet Schedule				

PROPOSAL SUMMARY PAGES – CLIENT REFERENCE INFORMATION

A. Prior Experience: Please indicate the number of years experience the Proposer has in providing similar systems/services. _____

B. List below a minimum of five (5) clients to whom you have provided similar systems/services. Client references shall be customers who are currently operational using the SAME OR PREVIOUS VERSION software systems and services you are proposing to the City.

Company Name	_____
Contact Person	_____
Address	_____
Phone No.	_____
Company Name	_____
Contact Person	_____
Address	_____
Phone No.	_____
Company Name	_____
Contact Person	_____
Address	_____
Phone No.	_____
Company Name	_____
Contact Person	_____
Address	_____
Phone No.	_____
Company Name	_____
Contact Person	_____
Address	_____
Phone No.	_____

C. List below those persons who will have a management, supervisory, or core position on the project if you are awarded the contract. List name, title and project duties. A resume or summary of experience and qualifications for each shall accompany proposal as an appendix and be properly identified.

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City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in

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accordance with the below definitions please indicate in the space provided in this ITB. If you claim a Minority or Women Business status, you are requested to submit a copy of a Broward County Certification as a part of your ITB/RFP response. If you do not currently have a Broward County M/WBE certification and you are recommended for an Award as a result of this ITB/RFP, you will be requested to obtain such certification on award.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.
- BID** – a price and terms quote received in response to an ITB.
- PROPOSAL** – a proposal received in response to an RFP.
- BIDDER** – Person or firm submitting a Bid.
- PROPOSER** – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

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CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.

- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such

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notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof..

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In

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the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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ATTACHMENTS “A” AND “B”



johngtest9.jpg



JohnGtest10.jpg

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ATTACHMENT C

Standard Account Reconciliation

Issue Input Format

Record Size:	80			
BlockSize:	6160			
Diskette	3 ½" diskette – Format for 720K	Diskette	Item	
	Double Sided, Double Density	Size	Capacity	Density
	ASCII	3 ½"	8,500	Low(720k)
		3 ½"	17,500	High (1.44)
Tape	Standard IBM, 06 Label			
	9 Track, 6250 BPI			
Cartridge	Standard IBM, 3480			
Transmission	Texas (Richardson) Mailbox (accounts in MO, TX, NM)			
	Virginia (Richmond) Mailbox (accounts in NC/SC, FL, GA, MD/DC/VA, TN)			
	Mainframe: Speed: 9000 Baud (min)/19,200 (max)			
	Format: EBCDIC			
	Protocol: IBM 2780/3780			
PC:	Speed: 9600 Baud (min)/28,800 Baud (max)			
	Format: ASCII			
	Protocol: Zmodem (preferred), Xmodem CRC			
FTP:	Customer must have PGP software 4.0 or higher.			

Any position (2-80) not used will be recognized with a BLANK

Field Data

Field No	Field Name	No.		Position	Constant
	Description	Char.	Class	From	TO
1	Account Number	12	N	1	12
2	Void Indicator	1	N	13	13
3	Blank	2	N/A	14	15
4	Serial Number	10	N	16	25
5	Amount	12	N	26	37
6	Issue Date	6 (8)	N	38	43 (45)
	(Julian Date	7			Format
	Additonal	15	A/N	44 (46)	44
	Data		(Julian Date)	45	59
					Optional

Julian dates for amounts omitted in MO, TN, NM can only be handled for output files (no input files).

Bank of America

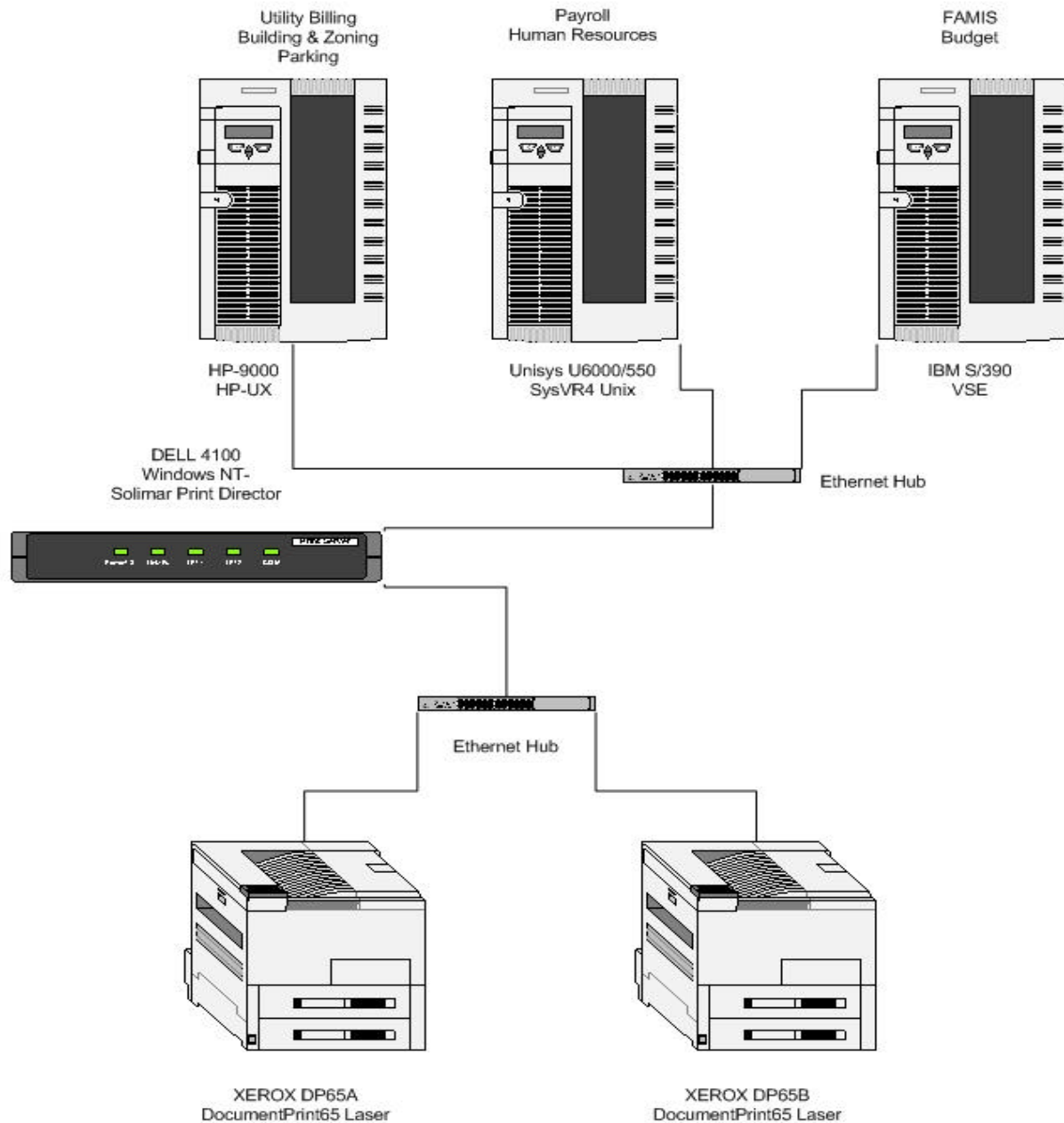
April 2000

ADDENDUM “D”

CURRENT DATA CENTER LASER PRINTER CONFIGURATION

Current Data Center Laser Printer Configuration

Simplified Logical View



City of Fort Lauderdale, FL – RFP NO. 512-8544
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ATTACHMENT “E” – CITY TRAVEL POLICY/PER DIEM RATES

I. PER DIEM RATES: FORT LAUDERDALE

		Breakfast	Lunch	D inner	Avg Lodging 3-Meal	Taxi	Avg
		Avg Limo		Lodging	Season/Non Total	to	Dwnntn
		Dwnntn		Tax			
FL	FORT LAUDERDALE	10.95					